

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

WIND LOGISTICS PROFESSIONAL, LLC AND ANTHONY PARSON,)	
)	
)	
Plaintiffs,)	CIVIL ACTION
)	NO.: 1:16-cv-00068-CC
v.)	
)	
UNIVERSAL TRUCKLOAD, INC.,)	
)	
Defendant.)	

**DEFENDANT UNIVERSAL TRUCKLOAD INC.'S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Pursuant to Rule 56 of the Federal Rules of Civil Procedure, Defendant Universal Truckload, Inc. (“Defendant” or “Universal”) files this Motion for Partial Summary Judgment (“Motion”) as to Defendant’s Counterclaims II and III for Breach of Contract against Plaintiffs Anthony Parson (“Parson”) and Wind Logistics Professional, LLC (“Wind Logistics”). There are no genuine issues of material fact to be tried as to these Counterclaims regarding contract liability, and summary judgment is appropriate as a matter of law. For reasons set forth fully in the accompanying Brief in Support of this Motion, Defendant respectfully requests this Court grant this Motion.

Based on Parson's own deposition testimony and admissions, the undisputed material facts show that Parson breached the terms of an \$85,000 Promissory Note when he failed to pay a \$10,000 penalty after terminating his exclusive agency relationship with Universal to work with a competitor before the expiration date provided for in the \$85,000 Promissory Note and that Parson and Wind Logistics breached the terms of a \$500,000 Promissory Note when they failed to repay a \$308,333.41 note balance after terminating their exclusive agency relationship with Universal. Universal has suffered injury as a direct and proximate result of Plaintiffs' breaches and is entitled to a finding of contractual liability as to Plaintiffs Parson and Wind Logistics. In support of its Motion, Universal relies on the parties' pleadings, Defendant's accompanying Brief in Support of this Motion, Defendant's Statement of Undisputed Facts, and Appendix, containing excerpts from Plaintiff Parson's deposition and exhibits thereto.

WHEREFORE, Universal respectfully requests that this Court grant its Motion for Partial Summary Judgment as to Defendant's Breach of Contract Counterclaims II and III, find Plaintiffs contractually liable for this breach, and award Universal damages in the amount of \$318,333.41, plus accrued interest to date.

Dated this 15th day of November 2016.

Respectfully Submitted,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PC

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